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Z. Employee Injury Reports, Deputy Haggerty
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- CCHRS Print-out, Suspect Cabrera
- In-Service Sheet
- Policy and Procedures, Performance to Standards and Foot Pursuits
- Taser Deployment Report
- Administrative Rights Forms
- Request for Internal Affairs Investigation

RECEIVED

JAN 0 5 2007

EMPLOYEE RELATIONS

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Michael Haggerty, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated June 7, 2006, (IAB No. 2167346) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended five (5) day suspension to a written reprimand.

2. Further, the Department will issue the Grievant a written reprimand that contains the violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards. A copy of that written reprimand is attached as Exhibit A to this Settlement Agreement. The Grivant accepts the reprimand and understands that a copy will be placed in his personnel file.

3. The Grievant agrees that within 90 days of the date of execution of this Agreement, he will attend, on duty, an 8-hour Report Writing Training course, an 8-hour Use of Force Training course and a training course facilitated by the Laser Village staff. He will provide proof of attendance to his Unit Commander.

4. The Grievant understands that if he fails to complete the training as referenced in paragraph three (3), a five (5) day suspension will be imposed with no rights to appeal.

5. The Grievant agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the modified discipline.

6. The parties further agree that this Settlement Agreement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

7. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

8. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

10. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

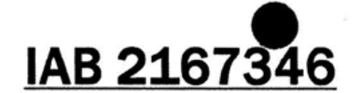
Date: 12-19-06

Michael Haggerty, Deputy

Date: 12-26-06

Ronnie Williams, Chief

Prepared on June 6, 2006



ADDENDUM RECEIPT FOR TAPES
ADMINISTRATIVE INVESTIGATION

I have received investigative materials relating to IAB #2167346.

Received by:

Print: MICHAEL HAGGERTY

Signature: ____________________ Date: 6-7-06

Michael Haggerty, #[redacted]

Witnessed by:

Signature: ____________________ Date: 06-07-08

Print: DAVID TELLEZ

return to: Reba Barnes

761551N25A - SH - AD - 32A (11/02)

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
"A Tradition of Service"

OFFICE CORRESPONDENCE

DATE: May 30, 2006

FILE NO.:

FROM: JOHNNY G. JURADO, COMMANDER
LEADERSHIP & TRAINING DIVISION

TO: ERIC B. HAMILTON, CAPTAIN
COMPTON STATION

SUBJECT: **EXECUTIVE FORCE REVIEW COMMITTEE FINDINGS AND RECOMMENDATIONS USE OF FORCE; JUNE 27, 2005; INVESTIGATION #IV2167346 (FO2149441)**

The purpose of this memo is to notify you of the Review Committee's findings and recommendations concerning the use of force incident which occurred on June 27, 2005.

The Committee met on May 25, 2006, and consisted of myself, and Commanders Kenneth J. Brazile (Commander of the Department), Eric B. Smith (Leadership and Training Division) and Cecil W. Rhambo (FOR I).

The Committee deemed:

- as **Founded** the allegation that Deputy Michael Haggerty, # [redacted], violated the Department's Manual of Policy and Procedure Section 3-01/050.10: Performance to Standards, as it relates to the tactics and communication employed.

The Committee recommended that Deputy Michael Haggerty, # [redacted] be suspended for a period of **five (5) days** without pay and benefits from the position of Deputy.

JGJ:MAH:mh



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

June 7, 2006

Deputy Michael Haggerty, #[redacted]

Dear Deputy Haggerty:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days.

An investigation under File Number IAB 2167346, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about June 27, 2005, you failed to conform to the work standards established for your rank and/or position, as evidenced by, but not limited to:

   a) compromising your tactical advantage by following Suspect Cabrera into a residence alone, without knowing whether or not others were inside the residence, and/or;

   b) failing to communicate your intentions to Deputy [redacted] immediately preceding your actions, and/or;

   c) failing to communicate to Deputy [redacted] and other responding deputy personnel that Suspect Cabrera was armed with an edged weapon [boxcutter].

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

At the time of service of this letter of intent, you were provided with a copy of the material on which the discipline is based. If you are unable to access the information provided in the enclosed CD, you may contact Reba Barnes, of Internal Affairs Bureau, at (323) 890-5314, and arrange an appointment for assistance in this regard.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Eric K. Hamilton, Captain
Commander, Compton Station

EKH:KM:rjb

c: Advocacy Unit
Employee Relations Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2167346)

I certify that on the date indicated below, I received the original of the attached Letter of Intent under File Number ***IAB 2167346.***

6 - 7 - 06
Date

MICHAEL HAGGERTY, [redacted]

I certify that on the date indicated below, I served the original Letter of Intent to ***MICHAEL HAGGERTY.***

06-07-06
Date

WITNESS SIGNATURE

DAVID TELLEZ
WITNESS PRINT

Please return this page within two (2) business days to:

REBA BARNES
Internal Affairs Bureau
4900 S. Eastern Ave. #100
Commerce CA 90040
(323) 890-5314